

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2000A12205
	§	
vs.	§	
	§	
Marlena E. Stevenson Carr		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 20865 Andover Road, Southfield, Michigan 48076.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,663.05
B. Current Capitalized Interest Balance and Accrued Interest	\$2,763.12
C. Administrative Fee, Costs, Penalties	\$32.13
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$4,458.30

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
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Southfield, Michigan 48034
(248) 352-4340
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U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Marlena E. Stevenson Carr
AKA: Marlena E. Stevenson & Marlena
Stevenson

Detroit, MI 48226

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/12/00.

On or about 09/29/88, the borrower executed promissory notes(s) to secure loan(s) of \$1,550.00 from Citibank (New York State) c/o Heaf Processing Center – St.Paul, MN at 8 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10/01/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,663.05 to the holder. The Department then reimbursed the guarantor for that claim payment under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/30/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,663.05
Interest:	\$1,190.26
Administrative/Collection Costs:	\$32.13
Late Fees:	\$0.00
 Total debt as of 07/12/00	 \$2,885.44

Interest accrues on the principal shown here at the rate of \$0.36 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7.20.00

Name: L. Butler

Title: Loan Analyst

Branch: Litigation Branch

LINDA BUTLER
LOAN ANALYST

(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

1. NAME (NO NICKNAMES) LAST <u>Stevenson</u> FIRST <u>Marlena</u> M.I. <u>E</u>		2. SOCIAL SECURITY NUMBER	3. WHEN WERE YOU BORN?
4. PERMANENT ADDRESS <u>Detroit</u> STATE <u>MI</u> ZIP <u>48213</u>		5. PERMANENT HOMEPHONE	
6. U.S. CITIZENSHIP STATUS (CHECK ONE) <input checked="" type="checkbox"/> U.S. CITIZEN OR NATIONAL <input type="checkbox"/> PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN		7. PERMANENT RESIDENT OF WHICH STATE <u>MI</u>	8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9) <u>NONE</u>
9a. ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>6045 Lemay, Detroit MI 48213</u>		9b. DO YOU WISH TO DEFER REPAYMENT ON ANY GSL LOAN MAY HAVE OUTSTANDING? <input type="checkbox"/> YES (See Instruction 9b.) <input checked="" type="checkbox"/> NO	
10. PHONE AT SCHOOL ADDRESS <u>(313)</u>	11. MAJOR COURSE OF STUDY SEE INSTRUCTIONS IN APP BOOKLET <u>cosmetology</u>	12. LOAN AMOUNT REQUESTED \$ <u>1550.00</u>	13. LOAN PERIOD FROM <u>MO 10</u> <u>88</u> TO <u>MO 10</u> <u>89</u>
PRIOR LOAN INFORMATION			
14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO		15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input type="checkbox"/> YES (GO TO 15b) <input checked="" type="checkbox"/> NO (GO TO 20a)	
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL \$		15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$	
17. GRADE LEVEL OF MOST RECENT GSL SEE INSTRUCTIONS IN APP BOOKLET <u>UNDERGRADUATE STUDY</u>		18. LOAN PERIOD START DATE OF MOST RECENT GSL MO DAY YR	
19. INTEREST RATE OF MOST RECENT GSL <input type="checkbox"/> 7% <input type="checkbox"/> 8% <input type="checkbox"/> 9%		20a. DO YOU HAVE ANY PRIOR UNPAID SLS (ALAS) OR PLUS LOANS? <input type="checkbox"/> YES (GO TO 20b) <input checked="" type="checkbox"/> NO (GO TO 21a)	
20b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PRIOR SLS (ALAS) LOANS RECEIVED DURING \$		21a. DO YOU HAVE ANY UNPAID PLUS LOANS IF YOU BORROWED AS A PARENT UNDER THE PLUS LOAN PROGRAM? <input type="checkbox"/> YES (GO TO 21b) <input checked="" type="checkbox"/> NO (GO TO 22a)	
21b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$		22a. NAME <u>Marcia White</u> STREET CITY STATE ZIP PHONE	
22b. NAME <u>Bonnie Springer</u> STREET CITY, STATE, ZIP PHONE		22c. NAME <u>Tynetta Hollins</u> STREET CITY, STATE, ZIP PHONE	

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME <u>Marcia White</u> STREET CITY STATE ZIP PHONE	22b. NAME <u>Bonnie Springer</u> STREET CITY, STATE, ZIP PHONE	22c. NAME <u>Tynetta Hollins</u> STREET CITY, STATE, ZIP PHONE
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NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

23a. I have read, understand, and agree to the terms of the "Borrower's Certification" printed on the back of this application. I certify that I am not in default on any loan made under the Guaranteed Student Loan, PLUS or National Direct/Defense Student Loan program (Title IV, HEA loan) for attendance at any institution, and that I do not owe a refund on a grant received under the Pell Grant, SEOG, or SSIG program (Title IV, HEA grant) for attendance at any institution. WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)
Marlena Stevenson 9/29/88

SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL <u>Virginia Farrell Beauty School</u>		26. PHONE <u>(313) 7756640</u>	27. SCHOOL CODE <u>009732</u>
25. ADDRESS (STREET, CITY, STATE, ZIP) <u>23620 Harper, St. Clair Shores, MI 48080</u>		28. ENROLLMENT STATUS (CHECK ONE): <input type="checkbox"/> FULL-TIME <input checked="" type="checkbox"/> HALF-TIME	
29. 30. PERIOD LOAN WILL COVER FROM MO DAY YR TO MO DAY YR <u>10 5 88 10 5 89</u>	31. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP UNDERGRAD GRAD <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10	32. ANTICIPATED GRADUATION DATE MO DAY YR <u>3 5 90</u>	33. STUDENT STATUS (CHECK ONE) <input checked="" type="checkbox"/> DEPENDENT <input type="checkbox"/> INDEPENDENT
34. ADJUSTED GROSS INCOME (AGI) \$ <u>10635</u>	35. COST OF ATTENDANCE FOR LOAN PERIOD \$ <u>6984</u>	36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ <u>2200</u>	37. EXPECTED FAMILY CONTRIBUTION (EFC) \$ <u>700</u>
38. DIFFERENCE (ITEM 35 LESS ITEMS 36 AND 37) OR LEGAL MAXIMUM \$ <u>4084</u>		39. SUGGESTED DISBURSEMENT DATES 1ST DISB. MO DAY YR <u>10 5 88</u> 2ND DISB. MO DAY YR <u>2 5 89</u> 3RD DISB. MO DAY YR	
40. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
42. SCHOOL USE ONLY		43. DATE MO DAY YR <u>9 29 88</u>	
43a. SIGNATURE OF SCHOOL OFFICIAL <u>Charles Dunlap</u>		43b. DATE MO DAY YR <u>9 29 88</u>	
43c. PRINT NAME AND TITLE <u>Charles Dunlap, Reg</u>			

SECTION C - TO BE COMPLETED BY LENDER

44. NAME OF LENDER <u>CITIBANK (NEW YORK STATE) SLB MAIL ROOM PHONE</u>		46. LENDER CODE <u>826878</u>	50. LOAN DISBURSEMENTS MO DAY YR \$ AMOUNT
45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP) <u>P.O. BOX 64102 ST. PAUL, MN 55164</u>		47. BRANCH CODE	MO DAY YR \$ AMOUNT
52. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	53. LENDER ACCOUNT NUMBER <u>129831357/5408 248080</u>	54. LENDER USE ONLY	MO DAY YR \$ AMOUNT
55a. SIGNATURE OF LENDING OFFICIAL <u>X</u>		55b. DATE SIGNED MO DAY YR	51. TOTAL LOAN AMOUNT APPROVED \$.00

SECTION D - TO BE COMPLETED BY HEAF

56. HEAF USE ONLY	57. PROMISSORY NOTE STATUS <u>APP - REVIEW</u>	58. DATE SIGNED MO DAY YR
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